

AP. 21-80032

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT	ANSWER, CIVIL (PAGE 1 OF 3)	CASE NO. and JUDGE 21-00391 Chapter 7 Hon. John T. Gregg
Court address United States bankruptcy Court Western Division of Court telephone no. One Division Ave. N. Room 200 Grand Rapids Michigan 616-436-2643		
Plaintiff's name, address, and telephone no. Melissa J. White	Defendant's name, address, and telephone no. Gary L. Rye II 14119 Warwick Dr. Lansing MI. 48910 #517-862-1645	
Plaintiff's attorney, bar no., address, and telephone no. Matthew T. Smith (P46754) Kelly E. Kane (P81912) 212 E Cesar E. Chavez #517 Lansing, MI 48906 319-3100	Defendant's attorney, bar no., address, and telephone no. FEB 28 PM	

 Defendant, Attorney for defendant, in answer to the complaint, states:1. I agree with the statements in paragraph 1. disagree with the statements in paragraph 1 because
 do not know if the statements in paragraph 1 are true.2. I agree with the statements in paragraph 2. disagree with the statements in paragraph 2 because
 do not know if the statements in paragraph 2 are true.3. I agree with the statements in paragraph 3. disagree with the statements in paragraph 3 because
 do not know if the statements in paragraph 3 are true. continued on page 2.February 25th 2022

Date

(Paragraph numbers in the answer must correspond to paragraphs in the complaint. Attach additional sheets if necessary.)

50% down 50% after completion.

In accordance with MBCFA
All funds allocated to roof project
same answer as #2 In addition
Plaintiff witnessed delivery of supplies
and was present throughout roof project

J. Rye II

Defendant/Attorney signature

Gary Rye II

Name (type or print)

IMPORTANT: If you have affirmative defenses, you must state them now using the last page of this form. If you do not, the court may prohibit you from raising them later. An affirmative defense is a defense claiming that the plaintiff is not entitled to a judgment because other facts exist that create a lawful defense. Affirmative defenses allow you to provide information to the court that is not stated in the plaintiff's complaint.

CERTIFICATE OF SERVICE

I certify that on this date I served a copy of this answer on the plaintiff(s) or their attorney(s) by

 personal service first-class mail addressed to their last-known address(es) as defined in MCR 2.107(C)(3).

I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

February 25th 2022

Date

Signature

J. Rye II

Answer, Civil (1/21)
Page 2 of 3

Case No. 21-00391-jtg

Plaintiff's name Gary Rye IIv Defendant's name Melissa J. White

continued from page 1.

4. I agree with the statements in paragraph 4. disagree with the statements in paragraph 4 because
 do not know if the statements in paragraph 4 are true.my only intent was to help a friend who Plaintiff was referredAll Funds were used on roof project5. I agree with the statements in paragraph 5. disagree with the statements in paragraph 5 because
 do not know if the statements in paragraph 5 are true.Again, All funds were used on roof Project. Plaintiff was present throughout6. I agree with the statements in paragraph 6. disagree with the statements in paragraph 6 because
 do not know if the statements in paragraph 6 are true.I didn't use it for my own Benefit But I Admit it was Reckless not Knowing this Could occur7. I agree with the statements in paragraph 7. disagree with the statements in paragraph 7 because
 do not know if the statements in paragraph 7 are true.Plaintiffs funds were never withheld A Law abiding Citizen would've stopped Plaintiff from encouraging defendant To finish roof project without inspection or permit8. I agree with the statements in paragraph 8. disagree with the statements in paragraph 8 because
 do not know if the statements in paragraph 8 are true.9. I agree with the statements in paragraph 9. disagree with the statements in paragraph 9 because
 do not know if the statements in paragraph 9 are true.10. I agree with the statements in paragraph 10. disagree with the statements in paragraph 10 because
 do not know if the statements in paragraph 10 are true.My only intent was to complete the task I was asked11. I agree with the statements in paragraph 11. disagree with the statements in paragraph 11 because
 do not know if the statements in paragraph 11 are true.12. I agree with the statements in paragraph 12. disagree with the statements in paragraph 12 because
 do not know if the statements in paragraph 12 are true.13. I agree with the statements in paragraph 13. disagree with the statements in paragraph 13 because
 do not know if the statements in paragraph 13 are true.14. I agree with the statements in paragraph 14. disagree with the statements in paragraph 14 because
 do not know if the statements in paragraph 14 are true.15. I agree with the statements in paragraph 15. disagree with the statements in paragraph 15 because
 do not know if the statements in paragraph 15 are true. continued on page 3.

Answer, Civil (1/21)
Page 3 of 3

Case No. 21-00391/jtc

Plaintiff's name

Gary Rye II

Defendant's name

Melissa J White

AFFIRMATIVE DEFENSES

Defendant, Attorney for defendant, states the following affirmative defenses:

CHECK ALL THAT APPLY (for each box checked, attach a statement of facts)

1. I paid this debt in full (satisfied). Attached is proof of payment.
 2. This action is barred by the statute of limitations because

the plaintiff failed to sue within six years of _____, the last activity on the alleged account.
 MCL 600.5807(8) Date

the alleged contract involves a motor vehicle retail installment sales contract or the sale of other goods, and the plaintiff failed to sue within four years of _____, the last activity on the alleged account.
 MCL 440.2725(1) Date

the plaintiff failed to sue within three years after the alleged contract of sale of a mobile home on _____.
 MCL 125.2333 Date

3. I paid an amount that the plaintiff accepted as payment in full (accord and satisfaction). Attached is proof of payment.

The debt was discharged in bankruptcy. The case number was _____.

4. The contract is void or voidable because

I was a minor when the alleged contract was made.

I was not mentally competent when the alleged contract was made. Probate case number _____.
 Attached are my letters of conservatorship/guardianship.

there was no valid contract (no meeting of the minds) because Both parties didn't understand terms, obligations or rights.

5. The contract was severely unjust or extremely one-sided (unconscionable).

6. I am not liable for the alleged damages because of the plaintiff's contributory negligence.

7. The alleged contract is unenforceable because it is not in writing (statute of frauds).

8. My vehicle was repossessed and later sold in a commercially unreasonable manner. MCL 440.9607(3).

9. The contract should not be enforced because of the plaintiff's improper conduct (fraud and/or duress).

10. The goods purchased were defective (failure of consideration).

11. The terms of the contract did not express what the parties intended (mutual mistake).

12. I have not been credited for all payments made on the alleged account. Attached is proof of payment.

13. Other: Plaintiff had multiple contractors and Family members on roof during and after project complete

February 25th 2022
Date

Gary Rye II
Defendant/Attorney Signature
Gary Rye II
Name (type or print)